

Before the United States Anthracite
Coal Commission

Reply of the
Anthracite Operators
to the Demands
of the
Anthracite Mine Workers

Submitted by

S. D. Warriner

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Representing the Anthracite Operators

Scranton, Pa. July, 1920

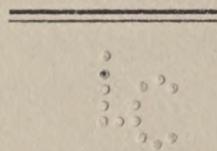
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To the United States Anthracite Coal Commission:

On March 9, 1920, at a Joint Conference of miners and operators, held in New York, preparatory to the expiration of the four year agreement which terminated March 31, 1920, the miners presented sixteen demands as the basis of a new contract. The parties in interest appointed four representatives on each side to constitute a negotiating committee, to consider these demands and report back to the Joint Conference any agreement they might be able to reach. The members of this Committee were the following:

FOR THE MINERS—John L. Lewis or Philip Murray.
John T. Dempsey.
Thomas Kennedy.
Chris J. Golden.

FOR THE OPERATORS—S. D. Warriner.
W. J. Richards.
W. L. Connell.
C. F. Huber.

After eight weeks of negotiation in New York City and after careful examination of the facts and figures presented, the operators felt that there was little justification for any increase. Nevertheless, in view of the existing unrest, as insurance against further increase in the cost of living within the period of the contract, and in compromise of existing differences, they offered an increase of 15%, to be applied as follows:

A. The contract rates at each colliery shall be increased 60% over and above the contract rates at each colliery, effective April, 1916, as established by the agreement of May 5, 1916.

B. The day rates of outside company men receiving \$1.545 or more per day under the agreement of May 5, 1916, shall be increased 60%, plus \$1.20 per day, or per shift, above the rates established in said agreement of May 5, 1916; it being understood that the increase thus made shall be not less than \$2.30 or more than \$2.80 per day or per shift.

C. The day rates of inside company men receiving \$1.545 or more per day under the agreement of May 5, 1916, shall be increased 60%, plus \$1.20 per day, or per shift, above the rates established in said agreement of May 5, 1916; it being understood that the increase thus made shall be not less than \$2.50 or more than \$2.80 per day or per shift.

D. The rates paid consideration miners shall be increased 60%, plus \$1.20 per day, above the rates established under the agreement of May 5, 1916; it being understood that the increase thus made shall be not more than \$2.80 per day.

E. The rates paid contract miners' laborers and consideration miners' laborers shall be increased above the rates established under the agreement of May 5, 1916, to the same amount per day as the increase to company laborers, at the respective collieries, under the provisions of Clause C hereof; it being understood that, in the case of contract miners' laborers, the miner is to assume and pay so much of said increase as shall be represented by the application of 60% to the rate per basic shift as established under the agreement of May 5, 1916, and the difference between said amount and the total increase to the contract miners' laborers shall be assumed and paid by the operator.

F. The day rates paid on machine mining shall be increased 60%, plus \$1.20 per day, above the rates established under the agreement of May 5, 1916; it being understood that the increase thus made shall be not less than \$2.50 or more than \$2.80 per day.

G. All employees paid by the day and receiving less than \$1.545 per day, or per shift, under the agreement of May 5, 1916, shall be paid an increase of \$1.50 per day, or per shift, over the rates paid under said agreement of May 5, 1916.

H. Monthly men coming under the agreement of May 5, 1916, shall be paid an increase of 60%, plus \$36.00 per month, over the monthly rates established in said agreement of May 5, 1916; it being understood that, for outside employees, the increase thus made shall be not less than \$69.00, or more than \$84.00 per month, and for inside employees, not less than \$75.00, or more than \$84.00 per month.

I. The employees of stripping contractors shall be paid an increase per day, or per month, corresponding in amount to the difference between the rates in effect March, 1920, and the rates established under this agreement for employees of the operators in similar occupations at the same colliery.

J. The employees of tunnel contractors shall come within the terms of this agreement and the day rates of their employees shall be increased 60%, plus \$1.20 per day, above the rates established under the agreement of May 5, 1916; it being understood that the increase thus made shall be not less than \$2.50 or more than \$2.80 per day.

K. The increases herein provided shall become effective April 1, 1920, and where they apply to day rates, are to be applied to a day of eight hours or more, as established under the agreement of May 5, 1916."

The miners rejected this proposition and the operators then offered, as an alternative, arbitration by three men, representative of the public, who were to be appointed by the President of the United States and to sit with the Negotiating Committee to decide matters in dispute. This offer was also rejected. As there was every evidence of a disagreement the Secretary of Labor invited the Committee to appear before him in Washington in the hope that some ground might be found for an amicable adjustment of the matters in dispute. Both sides argued the case before the Secretary and were finally asked to accept the following as a basis of compromise:

"THIS AGREEMENT, made this day of May, 1920, between Districts 1, 7 and 9, United Mine Workers of America, parties of the first part, and the Anthracite Operators, parties of the second part, covering wages and conditions of employment in the Anthracite Coal Fields of Pennsylvania, Witnesseth:

The terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supplemental thereto, as well as the rulings and decisions of the Board of Conciliation, are hereby ratified, confirmed and continued for a further period of two years, ending March 31, 1922, except in the following particulars, to wit:

A. The contract rates at each colliery shall be increased 65% over and above the contract rates at each colliery, effective April, 1916, as established by the agreement of May 5, 1916.

B. The day rates of outside and inside men, receiving \$1.545 or more per day under the agreement of May 5, 1916, shall be increased 65%, plus \$1.20 per day, or per shift, above the rates established in said agreement of May 5, 1916; it being understood that the new rate so established, shall be not less than \$4 00 or more than \$6.00 per day or per shift.

C. The day rates of employees, receiving less than \$1.545 per day under the agreement of May 5, 1916, shall be increased \$1.50 per day, or per shift, above the rates established in said agreement of May 5, 1916.

D. The rates paid contract miners' laborers and consideration miners' laborers shall be increased above the rates established under the agreement of May 5, 1916, to the same amount per day as the increase to

company laborers, at the respective collieries, under the provisions of Clause B hereof; it being understood that, **in the case of contract miners' laborers, the miner is to assume and pay so much of said increase as shall be represented by the application of 65% to the rate per basic shift as established under the agreement of May 5, 1916, and the difference between said amount and the total increase to the contract miners' laborer shall be assumed and paid by the operator.**

E. Monthly men coming under the agreement of May 5, 1916, shall be paid an increase of 65%, plus \$36.00 per month over the monthly rates established in said agreement of May 5, 1916; it being understood that the increase thus made shall be not less than \$20.00, or more than \$30.00, per calendar month over the rates now in effect.

F. The employees of stripping contractors shall be paid an increase per day, or per month, corresponding in amount to the difference between the rates in effect March, 1920, and the rates established under this agreement for employees of the operators in similar occupations at the same colliery.

G. The employees of tunnel contractors shall come within the terms of this agreement and the day rates of their employees shall be increased 65% plus \$1.20 per day, above the rates established under the agreement of May 5, 1916.

H. The increases herein provided shall become effective April 1, 1920, and where they apply to day rates, are to be applied to a day of eight hours or more, as established under the agreement of May 5, 1916.

It is understood and agreed that the case of inside pumpmen and inside and outside hoisting engineers, working a twelve-hour cross shift, shall be referred to the Board of Conciliation. The Board shall work out a basis of eight-hour shifts and the rates to be paid for an eight-hour day. Pending the decision of the Board, inside pumpmen and inside and outside hoisting engineers working a twelve-hour cross shift shall continue on that basis and shall be paid the same increase as provided for day men under Clause B hereof. When the rates to be paid for an eight-hour day have been established by the Board of Conciliation, time in excess of eight hours per day shall be paid for at the rate per hour established for the eight-hour day.

It is further understood and agreed that the Board of Conciliation shall act as a Commission to make a study of, and report to the joint conference at the ex-

piration of this contract, the matter of uniformity in day rates for the several occupations of day men at the respective collieries in the anthracite field.

Contract miners, whose tools are lost through no fault of their own as the result of squeezes, cave-ins, and similar accidents, shall be furnished with new tools by the company, corresponding to the tools lost, without expense to the miner.

Whenever contract miners reporting for duty are shut out of work through no fault of their own, they shall be given the opportunity of working in other places, or at other work, at the rate of wages established for such other places, or such other work, if such other places or other work are available.

Whenever deficient or abnormal conditions are encountered in a working place by contract miners, the miner or miners affected shall make such fact known to the Foreman, and if the Foreman and the men affected are unable to agree, it shall be referred to the grievance committee and dealt with in the manner provided for other grievances. Work shall be continued pending the adjustment unless otherwise directed by the Foreman, and whatever decision is made shall be retroactive to the date upon which the grievance was raised.

On behalf of the
Anthracite Operators

On behalf of the
United Mine Workers
of America.

..... President District No. 1

..... President District No. 7

..... President District No. 9

..... President.

Attest:

.....
Chairman.

.....
Secretary."

The operators concurred, but the miners, through their scale committee, rejected the Secretary's recommendation. Thereupon the Secretary addressed a letter to the President, briefly outlining the situation, and stating that the basis of compromise he had proposed, namely, \$4.00 per day to men who had received \$1.50 per day in 1914 and \$6.00 per day to men who had received \$3.00 per day in 1914 was as far as he could go and justify his position. In this letter he asked Presidential authority to say that there must be no cessation of work and that in case of final disagreement the matters at issue must be submitted to arbitration.

Upon receipt of an affirmative reply the Secretary referred the matter once more to the Negotiating Committee and the mine workers decided to refer the entire matter to a tri-district convention, to be held in Wilkes-Barre. The convention endorsed the action of the scale committee in rejecting the Secretary's offer, and decided to refer the matters at issue to arbitration. Thereupon the President issued the following Proclamation:

"BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA

A PROCLAMATION

WHEREAS, the wage scale of the anthracite coal operators and miners expired on March 31, 1920; and

WHEREAS, the operators' and miners' wage scale committee has been in conference since early in March in an effort to negotiate a new wage scale; and

WHEREAS, the committee agreed at the beginning of its sessions that any agreement finally arrived at would become retroactive to the first of April, 1920; and

WHEREAS, I addressed a communication to the scale committee on May 21, 1920, when a disagreement was imminent, in which I said that if the scale committee was unable to reach an agreement I would insist that the matters in dispute be submitted to the determination of a commission to be appointed by me, the award of the commission to be retroactive to the first of April in accordance with the arrangement you have already entered into, and that work be continued at the mines pending the decision of the commission. I shall hold

myself in readiness to appoint a commission similarly constituted to the one I recently appointed in connection with the bituminous coal mining industry as soon as I learn that both sides have signified their willingness to continue at work and abide by its decisions'; and

WHEREAS, the scale committee has further agreed as follows:

'(1) The terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supplemental thereto, as well as the rulings and decisions of the Board of Conciliation, will be ratified and continued, excepting in so far as they may be changed by the award of the commission.

'(2) When the award of the commission is made it will be written into an agreement between the anthracite operators and miners in such manner as the commission may determine.

'(3) It is understood that neither operators nor miners are in any manner bound by any tentative suggestions that have been made during the period of their negotiations and that either side shall use its own discretion in the presentation of its case in connection with matters at issue';

NOW THEREFORE, I, Woodrow Wilson, President of the United States, hereby appoint William O. Thompson, of Columbus, Ohio; Neal J. Ferry, of McAdoo, Pennsylvania, and William L. Connell, of Scranton, Pennsylvania, a Commission to hear and decide the questions in dispute between the anthracite coal operators and miners. Its report will be made within sixty days if possible, will be retroactive to April 1, 1920, and will be made the basis of a new wage agreement between the anthracite operators and miners in such manner as the Commission may determine.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE in the District of Columbia this 3d day of June, in the year of our Lord, Nineteen Hundred and Twenty, and of the Independence of the United States the One Hundred and forty-fourth.

WOODROW WILSON.

(S E A L)

By the President:

Bainbridge Colby,
Secretary of State."

The questions in dispute are embodied in the following eighteen demands:

(1) We demand that the next contract be for a period not exceeding two (2) years and that the making of individual agreements and contracts in the mining of coal shall be prohibited.

(2) We demand that the present wages of the Anthracite mine workers be increased to correspond to the increases granted the Bituminous mine workers by the Presidential Coal Commission.

(3) We demand that a uniform wage scale be established so that the various occupations of like character at the several collieries shall command the same wage.

(4) We demand that shovel crews operating for coal companies shall be paid not less than the rates paid by contractors to shovel men.

(5) We demand that the eight hour day be extended to all classes of inside and outside day labor and monthly men with time and half-time for overtime and double time for Sundays and holidays.

(6) We demand a closed shop contract which means full recognition of the United Mine Workers of America as a party to the Agreement.

(7) We demand that all deadwork shall be paid for on the consideration basis, existing at the colliery, and that where more than one miner is employed they shall receive the same rate.

(8) We demand payment for all sheet iron, props, timber, forepolling and cribbing.

(9) We demand where miners are prevented from working on account of lack of supplies that they shall be accorded the opportunity of making a shift at some other work.

(10) We demand in the settlement of grievances that the aggrieved parties shall have the right to demand settlement, upon a basis of equity, and if such equity settlement is requested the conditions of 1902 shall not enter into or prejudice the case.

(11) We demand that a uniform rate of \$.17 per inch be paid for all refuse in all kinds of mining up to

ten feet wide, and a proportional rate be applied for all over ten feet.

(12) We demand that wherever miners are now paid on the car basis that hereafter they shall be paid on the legal ton basis and that dockage shall be eliminated.

(13) We demand that on all reel motors one motor-man and two brakemen be employed and that on all other motors and engines assistants or patchers be employed, and that when motormen or engineers are repairing their motors or engines that their assistants shall be employed to help in the work.

(14) We demand that for all tools lost through no fault of employees as a result of squeezes, water or fire, the men to be compensated for such losses.

(15) Where contract miners are employed doing company work the company shall supply them with the necessary tools and failing to do so shall compensate the miners by paying each miner not less than one extra hour per day for the use of such tools.

(16) We demand that the company shall supply to all company men the necessary tools free of charge.

(17) We demand that checkweighmen and check docking bosses be permitted to serve as members of mine committees.

(18) We demand that where contract miners encounter abnormal conditions in their working places they shall have the privilege of going on consideration work. A definition of consideration work shall be written into the agreement.

In his opening address Mr. Murray stated that, of the eighteen demands made by the mine workers, there were four of major importance, to wit:—

“1. Eight hour day for those occupations which are based on a longer workday, such as engineers, pumpmen, stablemen, etc.”

“2. Standardization of rates of pay for the same work throughout the field.”

“3. The same increases in rates of pay as were granted to soft coal mine workers by the President's Bituminous Coal Commission, by its award of March 19, 1920. This demand involves the following increases:

(a) The establishment for all adult male workers who are now receiving less than five dollars a day a rate of six dollars per day.

(b) An increase of one dollar per day to all adult male workers who are now being paid five dollars or more than five dollars a day.

(c) Workers paid on a monthly basis to receive an increase proportionate to their rate per day computed on the basis of the number of days worked per month.

(d) Boys who are now receiving less than men's wages, to be advanced 53 cents per day."

"4. Formal recognition of the United Mine Workers of America, the award of this Commission to be written into an agreement to be signed by representatives of the operators and of the United Mine Workers of America."

The foregoing explanation constitutes an entirely new interpretation of the wage demand, and involves an increase greatly in excess of any claim heretofore made. It is intimated that if this demand is granted, the same increases will be awarded to the anthracite workers as were awarded to the bituminous workers by the President's Bituminous Commission. Its award reads as follows:

"F. That all day labor and monthly men (the advance to monthly men to be based on an average of the usual number of days he is required to work in a month), except trappers and other boys, be advanced \$1.00 per day. Trappers and boys receiving less than men's wages to be advanced 53 cents per day."

This award did not establish a \$6.00 per day minimum in the bituminous field as claimed. Mr. Murray later tried to explain this inaccuracy, but it was done in a way that left the meaning quite obscure. Furthermore, in this explanation, he makes the unqualified statement that six dollars per day is "the minimum day rate in the bituminous coal mining areas." The operators challenge this statement as inaccurate and not in accord with the facts.

The demands presented by the miners to this Commission embody, in substance, what was presented to the Joint Conference, except that the original demand for a 60% increase in the contract wage scales and a \$2.00

per day increase to day men has been modified to read, "an increase to correspond to the increases granted the bituminous mine workers by the Presidential Coal Commission." Also, the demand for a 6-hour day and a 5-day week has been modified to read, "that the 8-hour day be extended to all classes of inside and outside day labor and monthly men."

When, in the conferences of the Negotiating Committee, the wage demand was modified to an increase to correspond to that granted the bituminous workers by the Presidential Coal Commission, the mine workers then stated that it contemplated an increase of 27% to contract miners and \$1.00 per day to day workers. This Commission has now before it identically the same demand, written in exactly the same words, but with a new interpretation—namely, that it means an increase of 31% to contract miners and a minimum rate of \$6.00 per day to day workers. The operators again challenge the accuracy of this interpretation of the bituminous award.

It is quite pertinent to ask that the Commission inquire most carefully into the supporting data for a demand that has been subject to so many changes and to such varied interpretations.

The establishment of a minimum rate of \$6.00 per day to day workers would give common labor an increase of approximately 75% over the rates now in effect and nearly 300% over the pre-war rates. It would give to labor of this class 75 cents per hour, as compared to an average rate of 45 cents per hour now being paid to the same labor in other industries. It would give to labor of this class practically the same rate as is now being paid to the highest skilled labor in industrial establishments in the eastern portion of the United States.

The lowest day rate for adult labor is now \$3.35 per day. The mine workers propose that this labor shall be increased to \$6.00 per day, an increase of 80% over its present rate and 300% over its pre-war rate of \$1.50 per day. They likewise propose that day labor now receiving \$5.00 per day shall be increased \$1.00 per day, making the new rate \$6.00 per day, an increase of 20% over present rates and 106% over the pre-war rate.

As \$3.35 and \$5.00 represent generally, the minimum and maximum rates paid to day labor, it follows that under the scale they propose practically all day workers would receive \$6.00 per day. In a word, the existing dif-

ferentials that have been established as a reward for greater skill and efficiency are to be entirely wiped out and everyone is to receive the same, irrespective of the character of the employment.

We can not conceive that any plan embodying the principle of equal pay to all classes of day labor, regardless of skill and training, will give satisfaction to our employees or will receive serious consideration on the part of this Commission.

In this reply, the operators will confine their discussion to the eighteen demands as drafted by the tri-district convention, as presented by Mr. Murray, and as explained by Messrs. Dempsey, Kennedy and Golden. The effort will be to give this Commission only essential facts bearing on these particular demands, which are the only matters before the Commission for its consideration and decision.

DEMAND NO. 1

"(1) We demand that the next contract be for a period not exceeding two (2) years and that the making of individual agreements and contracts in the mining of coal shall be prohibited."

So far as the term of the contract is concerned, the operators agree to a two-year period.

As to the abrogation of individual contracts in the mining of coal, the same demand was made by the mine workers in 1912 and adjusted by the following clause in the agreement of May 20, 1912:

"(c) There shall be an equitable division of mine cars, as set forth in the award of the Anthracite Coal Strike Commission and the decisions of the Conciliation Board; and further, the rates paid by any contract miner to his employees shall not be less than the standard rate for that particular class of work."

Under this agreement the miners are amply protected against discrimination both in the distribution of cars and in the rates of pay. At the same time, the operator may exercise full authority as to mining methods which, in his judgment, are necessary to provide for the safety of the employees and to secure efficiency in production. The argument of the mine workers can be

interpreted only as indicating a determination to limit the opportunity and earning capacity of the individual.

The practice of contracting a section of a vein, or a particular opening, to one man, who in turn employs his help, is a practice that has been in effect for a great many years. It has particular merit where the conditions involve removal of pillar coal or other conditions of mining not common to the average seam and where exceptional skill and supervision are required. The contention of the miners is that one man benefits by the labor of others and that the men employed earn less than if employed on separate contracts. To this the operators reply that the condition that obtains is no different from that of a contractor in any other industry employing a number of men and that the men employed by the contractor can secure individual contracts in other sections if they so desire. The fact is that many men prefer to work at a fixed rate per day instead of a contract, or piece-work basis and that it has always been possible to find men anxious and willing to work for contractors at the rates established and paid. The argument that "the worker is being exploited," that the mine workers demand "equal rights to all and special privileges to none," is simply rhetoric. The workers are not exploited any more than any man, working for another, is exploited. Under the agreement of 1912 they are paid rates not below the established colliery scale and, in many instances the rates paid are higher than the colliery scale. They are not compelled to work for a contractor, but do so of their own free choice and for reasons already indicated. Under the circumstances there is no sound argument for abrogation of a system of mining that has been in effect a great many years and which has resulted in promoting safety, efficiency and maximum production under the conditions to which the system is applied.

DEMAND NO. 2

"(2) We demand that the present wages of the Anthracite mine workers be increased to correspond to the increases granted the Bituminous mine workers by the Presidential Coal Commission."

The demand to make an increase in wages to correspond to the increase granted bituminous workers must be considered in the light of conditions in the two industries. For, if conditions differ, then this demand

is based on a false premise and a scale of wages thus established would be manifestly unfair.

The conditions of employment and the opportunity for employment differ so widely in the two industries that one is not comparable with the other. Anthracite is not only mined, but, after it is mined, passes through a breaker where it is screened into nine sizes, passed to jigs or mechanical separators for removal of refuse, and is then loaded for market. The underground operation of an anthracite mine requires vastly more maintenance, pumping, etc., than a bituminous mine. As a result of this situation only about one-third of the men employed in the anthracite industry are engaged in cutting and loading coal, while in the bituminous industry two-thirds of the total are thus employed.

In the matter of working-time, or opportunity for employment, the two industries have been gradually drifting apart until today the anthracite is on practically a full-time basis, as compared to 200 days per year in the bituminous.

It follows that neither in conditions of employment, nor in opportunity for work, are the two industries analogous, and there is therefore no sound reason why an advance awarded the bituminous worker should constitute a basis for adjustment of wages in the anthracite field. The anthracite industry is quite willing to compare the annual earning capacity of its employees with the earnings of those employed in the bituminous industry; for it will be shown that the **anthracite worker, under present wage scales, is earning more per annum than the bituminous worker with the increase granted by the President's Commission.**

The question as to whether rates in the anthracite industry are fair and equitable must be determined with full appreciation of the following elements:

1. Opportunity for continuous employment.
2. Annual earning capacity.
3. Increase in annual earning capacity, 1914 to 1919, as compared to the increase in cost of living.
4. Daily wage.

5. Comparison of rates in effect with rates paid in occupations requiring like skill in other industries.

To the worker a daily rate has little significance unless he be given the opportunity to earn it. The present condition in the bituminous industry furnishes a striking illustration. It has been well depicted by Commissioner Colver of the Federal Trade Commission in a statement made on June 29, in which he said:

“The coal mines are being allotted only 15% of the cars which are needed. * * * Coal miners who nominally receive a wage so high as to seem unheard of, are able to work only one day a week and see their families go hungry.”

With reference to the opportunity for continuous employment, tabulation is submitted showing days worked in the anthracite field and the bituminous field in the past ten years:

Year	Anthracite 9-hr. days	Anthracite Equivalent 8-hr.	Bituminous Central Competitive Field	Bituminous All Fields U. S.
1910	229	258	219	217
1911	248	277	210	211
1912	231	260	224	223
1913	257	289	233	232
1914	245	276	184	195
1915	230	259	198	203
1916		**263 Avg. 269	228 Avg. 214	230 Avg. 216
1917		285	244	243
1918		293	250	249
1919		273 Avg. 284	201 Avg. 232	*201 Avg. 231

**9-hour day January to April; 8-hour day May to December.

*Estimated—Report of President's Bituminous Commission gives 193 days.

From the foregoing it will be noted that on a basis of equivalent hours per day the working time in the anthracite field in the period 1910 to 1916 was 55 days, or 25%, more than the central competitive field and the same percentage more than the bituminous fields of the country as a whole; and that in the period 1917 to 1919 it was 52 days, or 22%, more than the central competitive

field and the same percentage more than the bituminous fields as a whole. It will therefore be noted that war conditions made little change in the relative situation. But taking the post-war condition, namely, 1919, the figures show that the anthracite mines have worked 72 days, or 36% more than the bituminous.

It is therefore clearly apparent that the anthracite industry is on a basis of full time production. There has been much argument on the part of the anthracite workers that this was not the case, that the conditions that obtained in the past few years were abnormal and that there would be a return to pre-war conditions, with a material reduction in working time. It is to be assumed that the demand will be as great in the years to come as in years gone by, plus an increase which is bound to ensue with the normal growth in population. Therefore, if it is a fact that the production of domestic sizes per annum has shown little increase in the period 1916 to 1919 as compared to the period 1912 to 1915, it must follow that supply has only met demand and that the working time necessary to produce the tonnage in the past few years reflected a normal, and not an abnormal, condition. The situation is reflected in the following tabulation showing domestic and steam sizes in the period named:

Year	Prepared and Pea (tons)	Steam Sizes (tons)
1912	45,678,201	17,932,377
1913	50,594,305	18,475,323
1914	49,998,507	18,344,094
1915	48,944,747 Avg. 48,803,940	18,939,029
1916	48,245,724	19,130,640
1917	53,487,277	23,646,028
1918	51,974,714	24,675,204
1919	48,991,572 Avg. 50,674,822	17,863,739

From the foregoing it will be noted that the production of prepared and pea sizes has increased only 3.8% in the four years 1916 to 1919, as compared to the period 1912 to 1915, or an increase of less than 1% per annum.

In the coal year from April 1, 1919, to March 31, 1920, the anthracite industry offered steady employment

and no time was lost except that lost voluntarily by the employee, or because of some interference with operation beyond the producers' control. Car shortage and no market were not factors in the situation, for there was practically a 100 per cent. car supply and there was a market for every ton of coal that could be produced.

The anthracite industry has always predicated its working time on the market for prepared sizes. The steam sizes have never been a factor in determining days worked; for if the market would not absorb the total production of these sizes, the excess was stocked either at the collieries or in the storage yards. This is an important factor in consideration of the issues before us; for if the production of prepared sizes, with the mines working every day, will give only the necessary tonnage to meet the country's needs, then the anthracite industry is on a full-time basis.

The average annual production of prepared sizes in the four years 1912 to 1915 was 48,803,940 tons. In the year 1919, with 273 working days, the production was 48,991,572 tons. It will therefore be noted that production has not increased and that with a proper allowance for increased population and increased demand, it will be necessary to work more than 273 days in 1920; in fact, in the light of the experience of the past coal year, it will be necessary to have full-time operation to supply the demand, for there was a market for all coal that could be produced in the coal year ending March 31, 1920.

The mine workers have offered certain exhibits purporting to show days worked, opportunity for employment, earnings of anthracite employees, etc., in which appear certain tabulations and conclusions. The attention of the Commission is directed to the fact that in all of these exhibits the working time for the year 1919 is given as 252 days. This was one of the first points in controversy during the negotiations and the mine workers then stated that this figure had been obtained from a statement of Mr. George Otis Smith, Director of the United States Geological Survey. As the figures of the large operating companies, producing about 80% of the total anthracite tonnage, showed 281 starts and 273 eight-hour days of breaker operation the operators inquired of the Survey, in what manner it had arrived at 252 days as the working

time in the anthracite field in 1919. In reply they received the following:—

“DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY
WASHINGTON

Division of Mineral Resources

March 18, 1920.

Mr. Edward W. Parker, Director,
The Anthracite Bureau of Information,
No. 437 Chestnut Street,
Philadelphia, Pa.

My Dear Mr. Parker:

Referring to our telephone conversation, today, concerning the number of days worked in the anthracite mines of Pennsylvania during 1919:

For the purpose of incidental comparison with the figures presented for the bituminous mines in the paper delivered by the Director at the February Meeting of the American Institute of Mining Engineers, an estimate of 252 days worked in 1919 was used for anthracite mining. The method by which this estimate was obtained is as follows:

In the absence of changes in the number of men or of the productivity per man per day, the number of days worked in 1919 should bear the same relation to the number of days worked in 1918 as the figures of total production for the two years. The proportion might be stated 98,826,000 tons in 1918 is to 86,200,000 tons in 1919 as 293 days is to 256 days. Comparing the years 1917 and 1919, the figures of days worked for the latter year would be 247. The two estimates thus obtained—256 days and 247 days—were averaged and the result, 252 days, was accepted as a rough measure of the days worked in 1919.

As pointed out by you, any significant change in either the number of men employed or the average productivity per man per day would invalidate this estimate.

If you are in possession of actual returns you will be much better able to arrive at a temporary conclusion than is the Geological Survey, at the present time.

Yours very truly,

F. G. TRYON,

Acting in Charge of Coal and Coke Statistics.”

It will be noted that 252 days was simply an estimate, theoretically deduced from certain factors; and it will further be noted that the method employed failed to take into account the fact that the years 1917 and 1918 included a large tonnage from culm banks, whereas there was comparatively little culm bank tonnage in 1919. The result was that the computation produced a result entirely at variance with the facts.

All of the foregoing was made a matter of record during the negotiations. Yet Mr. Lauck presents to the consideration of this Commission exhibits showing days worked, earnings of anthracite workers, etc., in which the erroneous figure of 252 days is one of the controlling factors and exerts a most vital influence in the results shown and the conclusions drawn therefrom.

In the matter of annual earning capacity the operators have summarized from the pay-rolls of nine companies, producing about 75% of the total anthracite output, the earnings of all employees whose names appeared in each semi-monthly pay period in the years 1914 and 1919, classified as to occupations. The figures shown represent the actual amount received, on the average, by the employee in each occupation, in each year; and in the case of contract miners, the amount received after deduction for powder and other supplies purchased from the operator and used in the conduct of the work.

AVERAGE ANNUAL EARNINGS OF ANTHRACITE EMPLOYEES WORKING THROUGHOUT THE YEAR 1919 COMPARED WITH EARNINGS IN THE SAME OCCUPATIONS IN THE YEAR 1914.

	Earnings Year 1914	Earnings Year 1919	P. C. Inc. Over 1914	No. of Men
CONTRACT MINERS ...	\$820	\$1719	109.6	13467
INSIDE DAY MEN:				
Blacksmiths	\$737	\$1565	112.3	55
Bratticemen	667	1342	101.2	477
Carpenters	754	1577	109.2	38
Culmmen	807	1520	88.4	55
Drivers	493	1157	134.7	897
Engineers—Locomotive	724	1471	103.2	666
Engineers—Slope	671	1384	106.3	338
Headmen and Footmen.	601	1380	129.6	754
Machinists	880	1699	93.1	49
Masons	645	1281	98.6	136
Company Miners	698	1365	95.6	1061
Company Laborers	549	1259	129.3	3673
Pipemen	795	1539	93.6	26
Pulleymen	646	1339	107.3	36
Pumpmen	829	1727	108.3	467
Car Runners	543	1219	124.5	647
Shaftmen	971	1683	73.3	42
Stablemen	779	1557	99.9	117
Timbermen	601	1379	129.5	295
Tracklayers	671	1398	108.3	612
Average Inside Day Men . . .	\$615	\$1334	116.9	10441
OUTSIDE DAY MEN:				
Blacksmiths	\$818	\$1667	103.8	269
Carpenters	761	1595	109.6	943
Engineers—Shaft	964	1760	82.6	491
Engineers—Tower	871	1673	92.1	12
Engineers—Slope	797	1575	97.6	414
Engineers—Pow. House	907	1645	81.4	96
Engineers—Breaker . . .	830	1654	99.3	96
Engineers—Fan	724	1557	115.1	120
Engineers—Locomotive	821	1636	99.3	243
Firemen	719	1511	110.2	1049
Headmen and Footmen.	546	1267	132.1	375
Laborers	524	1264	141.2	4467
Loaders	543	1226	125.8	478
Machinists	851	1679	97.3	387
Pumpmen	729	1579	116.6	45
Stablemen	757	1494	97.4	91
Teamsters	588	1398	137.8	148
Timber Cutters	527	1264	139.8	236
Tracklayers	666	1354	103.3	114
Average Outside Day Men . . .	\$643	\$1409	119.1	10074
Average All Occupations . . .	\$705	\$1509	114.0	33982

From the foregoing it will be noted that the average annual earning capacity of adult employees in the industry was \$1509 per annum, or an increase of 114% over the year 1914; and that in very few occupations has the increase been less than 95% which the miners have so forcibly contended throughout our negotiations represents the increase in the cost of living within the five year period. In fact, the figures show that not only have increased earnings compensated for the increase in the cost of living, but there has been an increased opportunity to save, as evidenced by the savings deposits of the several banks in the anthracite field. From data collected by the Luzerne County National Bank, of Wilkes-Barre, is submitted the following:

GROWTH OF BANK DEPOSITS IN THE ANTHRACITE COAL FIELDS OF PENNSYLVANIA, YEARS 1916-1920

	No. of Banks	Savings Deposits Jan. 1, 1916	Savings Deposits Jan. 1, 1920	Increase Over 1916	Per Cent
Hazleton Region	9	\$ 9,754,678.84	\$ 15,173,598.79	\$ 5,418,919.95	56
Lykens Region	7	946,825.95	1,638,622.87	691,796.92	73
Wilkes-Barre City	12	20,176,449.19	27,341,979.11	7,165,529.92	36
Wyo. Val. Local Towns	16	14,590,880.21	23,453,450.51	8,862,570.30	61
Scranton City	18	32,632,874.71	42,127,999.63	9,495,124.92	29
Lacka. Val. Loc. Towns	18	11,181,143.20	16,938,734.77	5,757,591.57	51
Southern Field	28	10,324,955.98	17,653,327.19	7,328,371.21	71
Western Field	22	9,240,445.29	17,157,102.22	7,916,656.93	86
Grand Total	130	\$108,848,253.37	\$161,484,815.09	\$52,636,561.72	48

[A detailed statement is submitted as a separate exhibit.]

The operators contend that average earnings of \$1509 per annum compare favorably with the average annual earnings of employees in other basic industries. The contention of the mine workers is that, in order to secure these annual earnings it has been necessary that men work every day and overtime on some days, and that the figures submitted indicate that this has been the condition. While it may be true that in some occupations the earnings indicate full time and overtime on the basic 8-hour day, the fact remains that in practically no case do the earnings show overtime of more than one hour per day, on the average, for full time work. The fact that the men have been able to secure this steady employment is the best evidence of the opportunity that the industry affords.

In the matter of increase in the cost of living the mine workers have presented an exhibit which shows:

	Dec. 1919 over Dec. 1914	May 1920 over Dec. 1914
United States Bureau of Labor Statistics	95.0%	104.0%
	March 1920 over June 1915	April 1920 over June 1915
National Industrial Conference Board..	94.8%	96.6%
		April 1920 over Dec. 1914
Massachusetts Commission on the Neces- saries of Life		92.3%

In the negotiations the mine workers contended that the increase in the cost of living was 95% as compared to 1914 and that the wage demand was largely predicated on this increase. They now argue that the increase is 104%, and it is interesting to note the basis of this claim. On page 5, Exhibit No. 8, referring to the 95% and 104% increase shown in the table and purporting to be statistics compiled by the United States Bureau of Labor, appears the following footnote:

“(1) Estimates: increase between December, 1919, and May, 1920, being estimated as 5 per cent. from price increases shown in later sections.”

It will thus be seen that the 104% is based on no actual study but is an estimate which the footnote says is based on price increases shown later in Exhibit No. 8. No method by which this estimate is obtained is furnished and even if it were the operators cannot see any justification for drawing general conclusions from such insufficient and hypothetical data.

The latest authoritative data we have been able to find on the subject of the cost of living is that prepared by the National Industrial Conference Board in its Research Report No. 28, May 1920, in which appears the following:

TABLE 7: PERCENTAGES OF INCREASE IN THE COST OF LIVING IN AVERAGE AMERICAN COMMUNITIES, BETWEEN JULY, 1914, AND MARCH, 1920, BY SEPARATE BUDGET ITEMS

(National Industrial Conference Board)

Budget item	Percentages of increase between								
	July, 1914, and July, 1915	July, 1914, and July, 1916	July, 1914, and July, 1917	July, 1914, and June, 1918	July, 1914, and Nov., 1918	July, 1914, and March, 1919	July, 1914, and July, 1919	July, 1914, and Nov., 1919	July, 1914, and March, 1920
All items (a) ..	.5	8.7	31.3	52.2	65.0	60.5	72.2	82.2	94.8
Food	b	11	46	62	83	75	90	92	100
Shelter	b	1.5	5	15	20	22	28	38	49
Clothing	3	20	43	77	93	81	100	135	177
Fuel, heat and light ..	2	4	26	35	40	42	42	48	49
Sundries	b	4	17	50	55	55	63	75	83

(a) Weighted.
(b) No change.

These figures are averages for the country as a whole and in applying them to any specific community, local conditions should always be taken into account. Unless, however, local conditions are very unusual, as, for example, where there have been very large or very small rent increases or where prices of the other items have increased much more or much less than the average allowed, it will be found that the cost of living advanced approximately 95% between July, 1914, and March, 1920.

It is interesting to note that at the time of the last wage adjustment in the anthracite field in November, 1918, the increase in the cost of living was 65.0% and, in March, 1920, was 94.8% over 1914. By dividing the index number 165 into the difference between the increase of 65.0% in November, 1918, and the increase of 94.8% in March, 1920, it is found that the increase in March, 1920, was 18% over November, 1918. However, in November, 1918, wages were adjusted to a basis far in excess of the increase in the cost of living at that time, and therefore the increase between November, 1918, and March, 1920, furnishes no sound argument for a further increase in wages in the anthracite industry.

Without prejudice to the contention that annual and not daily earnings should be the real criterion of whether wages are adequate or inadequate, there is set forth below a comparison of the daily rates of compensation in 1914 and 1919 and the relation of the increase in daily rate to a 95% increase in the cost of living.

**TABULATION SHOWING INCREASE IN DAY WAGE RATE 1914-1919
AND COMPARISON OF INCREASE WITH A 95% INCREASE
IN THE COST OF LIVING**

1914 Rate	1916 Rate	War Allowance	Present Rate	Per Cent Increase Present Rate Over 1914	Excess or Deficiency on 1914 Rate as Compared to 95% Increase in the Cost of Living	Excess or Deficiency in Percentage of Present Rate as Compared to 95% Increase in the Cost of Living
CONTRACT MINER						
\$3.40			\$6.54	92.4	2.6	1.3
OUTSIDE DAY MEN						
\$1.50	\$1.55	\$1.80	\$3.35	123.3	28.3	12.7
1.60	1.65	1.80	3.45	115.6	20.6	9.6
1.70	1.75	1.80	3.55	108.8	13.8	6.6
1.80	1.85	1.80	3.65	102.8	7.8	3.8
1.90	1.96	1.80	3.76	97.9	2.9	1.5
2.00	2.06	1.80	3.86	93.0	2.0	1.0
2.10	2.16	1.80	3.96	88.6	6.4	3.4
2.20	2.27	1.80	4.07	85.0	10.0	5.4
2.30	2.37	1.80	4.17	81.3	13.7	7.6
2.40	2.47	2.00	4.47	86.2	8.8	4.7
2.50	2.58	2.00	4.58	83.2	11.8	6.4
2.60	2.68	2.00	4.68	80.0	15.0	8.3
2.70	2.78	2.00	4.78	77.0	18.0	10.2
2.80	2.88	2.00	4.88	74.3	20.7	11.9
2.90	2.99	2.00	4.99	72.1	22.9	13.3
3.00	3.09	2.00	5.09	69.7	25.3	14.9
INSIDE DAY MEN						
\$1.50	\$1.55	\$2.00	\$3.55	136.6	41.6	17.6
1.60	1.65	2.00	3.65	128.1	33.1	14.5
1.70	1.75	2.00	3.75	120.6	25.6	11.6
1.80	1.85	2.00	3.85	113.9	18.9	8.4
1.90	1.96	2.00	3.96	108.4	13.4	6.4
2.00	2.06	2.00	4.06	103.0	8.0	3.9
2.10	2.16	2.00	4.16	98.1	3.1	1.6
2.20	2.27	2.00	4.27	94.1	0.9	0.5
2.30	2.37	2.00	4.37	90.0	5.0	2.6
2.40	2.47	2.00	4.47	86.2	8.8	4.7
2.50	2.58	2.00	4.58	83.2	11.8	6.4
2.60	2.68	2.00	4.68	80.0	15.0	8.3
2.70	2.78	2.00	4.78	77.0	18.0	10.2
2.80	2.88	2.00	4.88	74.3	20.7	11.9
2.90	2.99	2.00	4.99	72.1	22.9	13.3
3.00	3.09	2.00	5.09	69.7	25.3	14.9
BOYS						
\$0.90	\$0.93	\$1.20	\$2.13	136.7	41.7	17.6
1.00	1.03	1.20	2.23	123.0	28.0	12.5
1.10	1.13	1.20	2.33	111.8	16.8	7.9
1.20	1.24	1.20	2.44	103.3	8.3	4.1
1.30	1.34	1.20	2.54	95.4	0.4	0.2
1.40	1.44	1.20	2.64	88.6	6.4	3.4

From the foregoing, eliminating for the moment annual earnings and considering only daily rates, it will be noted that a 1.3% increase on present rates would result in an increase of 95% in the daily earnings of the contract miner as compared to 1914; and that an increase of 14.9% to the highest rate day man would increase his daily earnings 95% as compared to 1914; while, in the case of the lowest rate day men, the compensation is now 17.6%, inside, and 12.7%, outside, in excess of a 95% increase in the cost of living. However, the average working time in 1914 was 245 nine-hour days and in 1919 was 273 eight-hour days. In the year 1916 the working day was changed from nine hours to eight hours and a slightly higher rate established for the eight-hour day. It follows, therefore, that the opportunity for work increased 11½%, which practically compensated for any deficiency in rate to any class of employees when considered in terms of annual earning capacity.

Mr. Golden contended that the most that the highest paid day wage man in his district could have earned, working every day that the mines were in operation in 1919, was \$1256.64 and the lowest rate man \$908.48. Apparently these results were obtained by multiplying 272 days by \$4.62 for the high rate man and \$3.34 for the low rate man. The statement is quite inaccurate and misleading; for there are many men in Mr. Golden's district receiving more than \$4.62 per day and there are comparatively few men receiving as little as \$3.34 per day. Furthermore, it is a fact that most of the day workers have the opportunity for some overtime on days the colliery is in operation or have the opportunity to work on days the colliery is idle. A mere computation of daily rate times an arbitrary number of days does not represent actual earning capacity. What the man really got in his pay envelope is clearly shown in the tabulation of annual earnings submitted herewith.

The mine workers have contended that the contract miner received an increase of 7% on his contract rates in 1916 and a further increase of 40% in 1918, or a total of 49.8% over his 1914 rate, and that it was therefore illogical to credit him with an increase of 92.4% (which the actual earnings show) unless the difference could be attributed to increased efficiency; and that, unless a further increase was granted, he would be penalized for his effort.

In answer the operators submit that the advance of 49.8% was on the gross earnings, before deduction of powder and supplies; and that, as the cost of powder and supplies was fixed by agreement at the pre-war price to the miner, the increase of 49.8% was really an increase of 55% on his net earnings, or his rate per day. In addition the operators have found that there was an increase in opportunity within the day itself. This increase in opportunity can be attributed to the following general causes:

1. The more extensive use of power in mining, thus increasing output per miner.
2. The more extensive use of power in transportation, thus improving car supply to miner.
3. The improvement in mechanical and electrical appliances, thus facilitating mining and increasing output per miner.
4. The improvement in mechanical appliances used in handling and preparation, thus reducing delays in operation.
5. The provision in the agreement of May 5, 1916, stipulating eight hours' work at the face.
6. Modification in contract rates and allowances paid over contract rates where conditions did not permit of satisfactory earning capacity.

The combined result of all of the factors that have entered into the situation has been to increase the average daily earning capacity of the contract miner from \$3.40 per day in 1914 to \$6.54 per day in 1919—an increase of 92.4%. Add to this the increase in working time and the actual increase in annual earnings was 109.6%. These are the facts, arguments to the contrary notwithstanding, and should be given full weight in reaching conclusions.

It is particularly indefensible to term the opportunity that has come to the contract miner to increase his daily earning capacity, a penalization. The theory advanced is that the contract miner has worked harder and more efficiently, thus increasing his daily earnings and that by withholding a larger increase in rate, which would permit of still greater earnings, effort and efficiency are not given proper reward. The operators might well argue that the opportunity existed for the same effort and efficiency in 1916 and if the miner did not take advantage of that op-

portunity, he was withholding that which was due both himself and his employer. The operators claim that the contract miner today is not earning what he could earn by working a full eight hour and refer the Commission to the survey of the Department of Labor made in January, 1919 (Monthly Labor Review, Vol. IX, No. 6, Dec. 1919, P. 211), which shows the average working time of the contract miners covered by the Survey as 6.8 hours per day, figured from the time they entered to the time they left the mine. The contract of May 5, 1916, at the time of the establishment of the eight-hour day, contained the following:

“THIRD: An 8-hour day means eight (8) hours of actual work for all classes of labor, at the usual working place, exclusive of noon-time, for six (6) days per week, if the operator desires to work his mines to that extent, excepting only legal holidays. The time required in going to and coming from the place of employment in or about the mine shall not include any part of the day's labor.”

One of the contentions of the mine workers has been that the wage of 1914 was inadequate and that an increase in excess of the increase in the cost of living should be granted to compensate for a deficiency in the base wage. To this the operators reply that the wage in 1914, both as to the rates paid common labor and the differentials between common labor, semi-skilled, and skilled labor, were entirely commensurate with the rates paid in other basic industries and the cost of living at that time; and that, therefore, any increase in excess of the cost of living would be special preferment to bring one class above another, with its resultant effect on the entire labor situation. In a word, it would place the anthracite industry at the peak of the spiral and other industries would be confronted with the request to advance wages once more and climb to meet the advance granted the anthracite workers. The inevitable result of such a situation would be that the worker would not benefit by the increase and that there would be a further increase in the cost of living.

Taking one more phase of the controversy and measuring wages in the anthracite industry with wages paid in other basic industries in the same territory and

in adjoining territory where similar conditions of living and living costs obtain, the facts are as follows:

City of Scranton and Vicinity—A canvass of the situation in this territory, located in the northern end of the anthracite field, with industries such as the Scranton Bolt & Nut Co., Scranton Forging Co., Scranton Pump Works, Scranton Stove Works, Finch Manufacturing Co., Maccar Truck Co., Spencer Heater Co., National Metal Trades Association, Hendrick Manufacturing Co., Cross Engineering Co. and Carbondale Machine Co., shows the following rates generally paid to the different classes of labor indicated:

	Minimum per hour	Maximum per hour
Common Labor	38 cents	48 cents
Semi-skilled Labor	44 "	56 "
Skilled Labor	54 "	80 "

The foregoing are rates paid following adjustments made in April, 1920, and carry to April, 1921.

City of Wilkes-Barre and Vicinity—The rates paid by other industries, such as the Vulcan Iron Works, Sheldon Axle Works, Hazard Manufacturing Co., and by the Wilkes-Barre Railway Co., employing a total of more than 5,000 men, are as follows:

	Minimum per hour	Maximum per hour
Common Labor	42 cents	47 cents
Semi-skilled Labor	46 "	56 "
Skilled Labor	52 "	80 "

The foregoing are rates paid following adjustments made in April, 1920, and carry to April, 1921.

City of Hazleton and Vicinity—The rates paid by other industries, such as the Wilmot Engineering Co., Hazleton Drop Forging Co., Gross Manufacturing Co., Benjamin Iron & Steel Co., Duplan Silk Co., and by the Harwood Electric Co. and the Wilkes-Barre & Hazleton Railway Co., are as follows:

	Minimum per hour	Maximum per hour
Common Labor	37 cents	48 cents
Semi-skilled Labor	41 "	56 "
Skilled Labor	53 "	78 "

Pottsville, Reading and Vicinity—The rates paid by other industries in this territory, particularly in the iron and steel industry, and employing large numbers of men are as follows:

	Minimum per hour	Maximum per hour
Common Labor	37 cents	47 cents
Semi-skilled Labor	44 "	57 "
Skilled Labor	54 "	80 "

Allentown, Bethlehem and Vicinity—The rates paid by other industries in this territory, particularly the steel and cement industries, and employing large numbers of men are as follows:

	Minimum per hour	Maximum per hour
Common Labor	35 cents	45 cents
Semi-skilled Labor	50 "	60 "
Skilled Labor	52 "	78 "

The industries above named employ thousands of men and are in direct competition with the anthracite mines for labor. In comparison with the rates paid by them, the anthracite industry is now paying:

	Outside cents per hour	Inside cents per hour
To Common Labor	42 to 46	48 to 54
To Other Day Labor	48 to 64	56 to 68
To Contract Miners (average).....		82

It will be noted that the rates paid common labor compare very favorably with the rates now paid in other industries. It will also be noted that if the lower rates paid other day labor are compared to rates paid semi-skilled labor in other industries and the higher rates paid other day labor are compared to a mean of the skilled rates in other industries (which is a proper basis of comparison) the relationship is at once apparent. Furthermore, if the rate paid contract miners is compared to the rate paid the highest skilled labor in other

industries it will be found that the contract miner is receiving fully as much as machinists, blacksmiths, boiler-makers, etc., in first-class shop work.

In the light of the facts here presented the conclusion must be that rates now prevailing in the anthracite industry compare favorably with rates paid in other basic industries in the same section and with which the anthracite industry is in competition for labor; and that, unless this fact be given proper weight in considering any change, there is the probability of a most serious disturbance in the wage structure throughout the entire region in which the industry is located.

At various times during the conferences the mine workers have referred to the differences in day rates in the anthracite and bituminous fields for the same class of labor. The contention through the negotiations was that the lower rates obtaining in the anthracite field were in themselves a sufficient argument for an increase and that the least that should be considered was \$1.00 per day. In answer the operators have referred to the entirely different conditions obtaining in the two industries, and have shown that an increase of the same magnitude as that given the bituminous worker was both unnecessary and unwarranted. They have pointed out the difference that has always existed in the rates of day labor in the two fields and that was always recognized in past wage agreements. They have referred to the award of the Bituminous Commission and the arguments presented by the mine workers before that Commission as the best evidence of a difference in conditions which demanded different treatment. They have contended that the award of the Bituminous Commission was predicated on lack of opportunity and that only on this theory could the advance granted, or the rates established thereunder, have been justified. In support of this contention the following is quoted from the majority report of the Bituminous Commission, page 26:

“At the present time America requires less than 500,000,000 tons of bituminous coal a year, while the capacity of the mines in operation is over 700,000,000 tons.

“Under the stimulus of war demand many new mines were opened and many old ones expanded in order to secure sufficient coal to meet the exceptional and urg-

ent national requirements. As a result, the coal industry, which was speculatively overdeveloped before the war, is still more overdeveloped now and employs more capital and more labor than is necessary to supply the present needs of the country.

“It is not to be expected that exports of coal will increase sufficiently to absorb a perceptible proportion of the gap between the demand for coal and the capacity of mines, as our shipping terminal facilities are such that not more than 25,000,000 tons of coal a year can at present be exported.

“Full-time employment in the coal mines can not, therefore, be expected until the industry is put on such a basis that only those mines remain in operation whose output is required to supply the annual needs of the country.”

It must be apparent from the foregoing that the Commission was influenced, in its findings, by the conditions that obtained, and that it found it necessary to establish daily rates, which applied to five-sevenths working time, or a little over 200 days per year, would enable the employee to live, with some degree of comfort, during the full year of 365 days.

On pages 15 and 16 of this submission reference is made to the comparative earnings of anthracite and bituminous workers. On page 22 a tabulation is given showing average earnings per annum of \$1719 for contract miners, \$1334 for inside day-men and \$1409 for outside day men—an average of \$1509 for adult employees. Contrast these figures with those given by Mr. White in his minority report as a member of the President's Bituminous Commission and note the difference in favor of the anthracite workers.

Page 70.

“The proposed increase will bring the yearly earnings that may be expected up to an average of only \$1200 to \$1300 and a maximum of only \$1600 to \$1700.”

Page 80.

“At rates prevailing in 1919 the actual annual earnings of pick miners in all bituminous mines were approximately \$1130, according to the comprehensive study made by the United States Bureau of Labor Statistics and published in the December, 1919, Labor Review. According to exhibits submitted by the operators them-

selves the average annual earnings of pick miners and loaders in the Northern Illinois district were, at 1918-19 rates, under \$1000 a year. Furthermore, these same exhibits show that if conditions had been such as to permit these men to work every day when the mines were in operation in 1918, they would have been able to earn not over \$1200 per year; that if conditions had been such as to permit these men to work every day when the mines were open in 1919, when conditions were worse, their annual earnings would have been less than \$1000; and that in less than one-third of the companies shown in the exhibit were the average monthly earnings of all occupations listed as high as \$100, while in almost half the cases the average monthly earnings were below \$80."

Mr. White was formerly President of the United Mine Workers of America and was the representative of the mine workers on the Bituminous Commission. He was undoubtedly familiar with conditions and spoke with knowledge and authority. Yet, in the face of his statement, Mr. Murray informs your Commission that it is necessary to increase contract rates 31% and day workers \$1.00 to \$2.65 per day in order to bring the earnings of anthracite workers to a parity with those in the bituminous industry.

Several exhibits have been presented at the hearings before this Commission on "The Cost of Living," "A Living Wage," "A Sanction for a Living Wage," etc. The formal replies to these exhibits will be made in a separate paper or papers.

On the general proposition that every industry should pay its employees a living wage there is no difference of opinion. The practicability of establishing, in any sort of concrete manner, a standard of a living wage and its application to individuals in various classes of employment, and with different standards of living, is a controversial matter in which we take a position directly opposed to the other parties to this submission. The anthracite operators contend that they have been and are paying living wages to their employees and that in all of the agreements made with the mine workers, subsequent to the award of the Anthracite Coal Strike Commission, due consideration has been given to conditions of living, the maintenance of health and comfort, and the general trend of wages in other industries, particularly those in the vicinity of the anthracite region. That the general

policy of a living wage has been upheld in the region is attested by (1) the general business prosperity, which reflects the prosperity of the employees of the dominant industry; by (2) the financial status of the banks, particularly savings banks and banks having savings departments; by (3) the patronage given to amusements and the time taken for recreation; and by (4) the comfort in which all of the anthracite workers are able to live. There is no evidence of poverty or even of a "bare subsistence level" in the families of the employees of the anthracite industry.

The impracticability of establishing a standard minimum or living wage on the basis of the family budget, and its relation to increase or decrease in the cost of living, will be considered in the formal replies to these exhibits. However desirable it may be that every worker shall be paid a wage commensurate with his reasonable needs for the support of himself and family, the value of the services performed must ever be an essential factor in the preparation of a wage scale. The difference in the capacity and in the requirements of the individual, and the necessity for equal compensation for equal service make impracticable the establishment of a wage scale based on the "budget plan."

Summarizing the foregoing data and argument in reply to Demand No 2, the operators submit the following:

Conclusions.

(1) That conditions in the anthracite and bituminous industries are not the same, either as to the character of the work or opportunity for employment, and that the increase granted the bituminous worker should not control as a basis of adjustment in the anthracite field.

(2) That the anthracite mines are on a basis of full-time operation. The average days worked were 285 in 1917, 293 in 1918 and 273 in 1919. The lesser working time in 1919 can be attributed entirely to the readjustment of markets following abrogation of Government control on February 1. As soon as this was accomplished

and in the coal year April, 1919, to March, 1920, the mines operated full time.

(3) That, based on a comparison of rates paid in other industries in the same territory, for occupations requiring like skill and effort, no wage increase is warranted.

(4) That, based on annual earnings, the increase in the cost of living has been fully met, and no further wage increase is warranted.

(5) That, taking daily earnings instead of annual earnings as the basis of comparison, it would be necessary to increase contract miners only 1.3% over present rates, or 2.5% over the 1916 scale, to parallel a 95% increase in the cost of living.

(6) That, taking the daily rates of day men instead of annual earnings as the basis of comparison, it would be necessary to increase the highest paid day labor 14.9% over present rates, or 24.6% over the 1916 scale, to parallel a 95% increase in the cost of living. The lowest paid day labor is now receiving a wage much in excess of the increase in the cost of living. The relationship of daily wage to increase in the cost of living for any rate is clearly set forth in the tabulation on page 26 hereof.

(7) That, in case any increase or adjustment is determined upon, it should be based on the 1916 scale, so that occupations paid similar rates at that time may receive similar rates under any new scale that may be established.

(8) That, in case any increase or adjustment is determined upon, it should be on a percentage basis, and not a flat increase of the same amount per day to all classes of day labor. A flat increase, under present conditions, narrows the differential between the different classes of labor, giving due consideration to the purchasing power of the dollar, and lessens the incentive to advance from the lower paid occupations to those requiring greater skill and training.

DEMAND NO. 3.

“(3) We demand that a uniform wage scale be established so that the various occupations of like character at the several collieries shall command the same wage.”

In answer to this demand the operators submit that there are nearly 300 collieries in the anthracite field and that there are over 100 classifications of labor at a single colliery. It is conceded that there are minor variations in rates paid day labor for the same class of employment in different parts of the field. However, it is not a fact that because a different rate may be paid at adjoining operations to the same occupation, that there is necessarily some irregularity in compensation. It may well be that the duties and responsibilities of the positions are entirely different and that a differential in rates may be fully justified.

Mr. Kennedy states that the rates paid carpenters, blacksmiths, and others are less than those paid in other industries. It is true that carpenters receive a lesser rate than the skilled men in the building trades and that blacksmiths may receive less than the more skilled man in industries. However, the character of the work performed is far different and the carpenter has continuous employment as compared to the seasonal employment in the building trades.

The demand presented by the mine workers makes no reference to contract rates and it is difficult to understand why it has been brought into the discussion. It is well known that, while the rate per car, or per yard, may not be the same at different operations, or in different veins at the same operation, yet the rates in effect have been established with due reference to all of the conditions, and in one way or another, the miner is compensated for his work on a basis that nets a fair comparative earning capacity. What would be accomplished by a readjustment of contract rates to some different basis if the result, in net earnings to the miner, remains the same? While it may be desirable ultimately to secure greater uniformity in day rates, it would be impossible for this Commission, in the limited time at its dis-

posal, to tabulate and give proper consideration to a subject so complex and involving, as it does, a readjustment of rates throughout the entire field. In the negotiations the following was suggested by the Secretary of Labor and accepted by the operators as the only practicable answer to this demand:

“It is understood and agreed that the Board of Conciliation shall act as a Commission to make a study of, and report to the joint conference at the expiration of this contract, the matter of uniformity in day rates for the several occupations of day men at the respective collieries in the Anthracite field.”

DEMAND NO. 4.

“(4) We demand that shovel crews operating for coal companies shall be paid not less than the rates paid by contractors to shovel men.”

This is a demand for a new basis of compensation, predicated on what others are paying, and without regard to the wage scales in effect, many of which date back to the award of the Anthracite Coal Strike Commission and have been adjusted, as other wages have been adjusted since that time. If there is to be an equalization of wage, it would be just as logical for the operators to demand that the shovel crews of contractors, engaged in stripping operations, be paid the same rates as the coal companies are paying.

Mr. Kennedy gave the rates paid in Kansas and New York as an example of rates in effect for shovel crews, without any reference to the character of the employment or living conditions that may obtain in these particular localities. He furthermore presented rates paid by different companies in his district, without any reference to the fact that the character of the equipment and intensity of work were far different. Again, in the case of the Dodson Coal Co. and the Lehigh Valley Coal Co., he submitted rates that are lower than the rates actually paid.

The operators contend that, in many instances, the work and responsibility of the positions are not the same. The coal companies operate many small shovels for loading of coal and culm banks, while the contractors

operate only 70, 80, or 90-ton shovels, with the shovel engineer acting as supervisor of the work in the pit. However, eliminating all other contentions, the operators submit that rates paid shovel crews have been established with due regard to the responsibilities of the positions, that the differentials between this class of labor and other classes are fair and equitable, and that no good reason can be shown for giving special consideration to men in this particular employment.

DEMAND NO. 5.

“(5) We demand that the eight hour day be extended to all classes of inside and outside day labor and monthly men with time and half time for overtime and double time for Sundays and holidays.”

Under the award of the Anthracite Coal Strike Commission, appointed by President Roosevelt in 1902, a work-day of 9 hours was established in the anthracite field. The following specific exceptions were made:

Hoisting engineers on water shafts.....	8-hour day
Firemen	8-hour day
Other positions continuously manned...	12-hour day

Those employed on the 12-hour basis were to be “relieved from duty on Sundays, without loss of pay, by a man provided by the employer to relieve them during the hours of the day shift.”

This basis of operation continued until March, 1912, when, in compliance with a law enacted by the Pennsylvania Legislature, hoisting engineers on shafts and slopes, handling both men and coal, were put on an 8-hour day.

There was no further change until May, 1916, when, by agreement, the 8-hour day was substituted for the 9-hour day. However, in positions continuously manned, the 12-hour day was continued, except in the case of hoisting engineers, coming within the provisions of the 8-hour law.

There are approximately 3,000 men in the anthracite field employed on a basis of more than 8 hours per day. Almost three-fourths of this number are working 12 hours and the balance 9 to 11 hours per day. The occupations, generally, are the following:

OUTSIDE:

Hoisting Engineers
Fan Engineers
Power House Engineers
Pumpmen
Stablemen
Watchmen

INSIDE:

Hoisting Engineers
Pumpmen
Stablemen

The operators contend that the men employed in these occupations are engaged in work requiring little physical or mental effort and that they undergo no hardship in working a 12-hour day. The best corroboration of this statement is the fact that very few men take advantage of the Sunday-off provision of the Anthracite Strike Commission and prefer to work every day, receiving an extra days' pay for Sunday work. The operators further contend that under present conditions, with a shortage of labor everywhere and the necessity for maximum production on the part of the individual, it is unwise and unnecessary that there be a readjustment involving the employment of 1500 additional men in work requiring so little physical or mental effort.

In the discussion of this demand it was shown that the compensation of men working on a 12-hour basis had been fixed with regard to the longer shift and that it would be impracticable to place these men on an 8-hour basis at the same rate now being paid for 12 hours, without placing their wage completely out of line in comparison with other occupations requiring greater skill and effort. This fact alone requires that this demand shall have most careful consideration; for any decrease in annual earning power, under present conditions, might prove quite unsatisfactory to most of the men involved.

In the matter of intensity of work, the following brief summary of conditions may be of value:

Hoisting Engineers — There are comparatively few men, in this occupation, working a 12-hour day. Where the condition obtains it will be found that the real work is confined almost entirely to the day

shift. The night shift has little to do and is employed largely to provide continuous service in case of any emergency. Mr. Kennedy and Mr. Golden have referred to engineers, hoisting men and rock or men and timber and working a 12-hour shift as an attempt to evade the law. It is well known that where this condition obtains the men are working on tender shafts or slopes where the work is not constant or arduous and where it is no hardship to work a 12-hour day.

Fan Engineers—These men are, in reality, oilers and are employed to watch and oil the fans while in operation. The position of fan engineer is one sought by hoisting engineers and others when they reach a point in life where they desire employment that requires little work. In this occupation the fact is that the man seeks the job and the operator does not have to seek the man.

Power House Engineers — These men are employed to watch and oil air-compressors, generators, motor generating sets, and machinery of that general type. Their duties are confined to oiling and packing. They assist in repairs under the supervision of the colliery machinist or colliery electrician.

Pumpmen—These men are in charge of pumps while in operation and attend to the oiling and packing and replace worn parts when necessary. Mr. Golden has presented, in detail, a list of the duties of pumpmen in his district. One would infer that the work was most arduous. The fact is, that while these duties may all be part of a competent pumpman's work, most of them represent work performed only at long intervals of time.

Stablemen—The duties of these men involve feeding of stock, care of the barns, and assistance in harnessing and unharnessing. After the mules are out of the barn there is, in reality, insufficient work to keep them busy. It is a common practice to permit stablemen to go to their homes in the middle of the day and return in time to take care of the stock.

Watchmen—The character of this employment is so well understood that little explanation is necessary. Suffice it to say that Mr. Kennedy's expression that the men in this occupation are "constantly on the jump" hardly fits the case.

Embodied in Mr. Kennedy's discussion of this demand is a plea that two breakers in his district that are now operating a 7-hour day should be compelled to work an 8-hour day. This is a local condition, brought about by insufficient coal for full-time operation, and is entirely irrelevant to the intent of this demand.

The mine workers contend that it is a hardship for men, in the occupations named, to work a 12-hour day. The operators reply that the work is not arduous and that the positions are eagerly sought by men to whom the character of the employment appeals and who are quite willing to work the longer work-day.

The operators admit there is a wide difference of opinion as to what shall constitute a work day under any and all conditions of employment. They contend, however, that if a day of more than 8 hours is applicable to any employment it is certainly applicable to those now working the longer workday in the anthracite field. It is true that they accepted the suggestion of the Secretary of Labor to place hoisting engineers and pumpmen on an 8-hour day. However, this was only done in a spirit of compromise and in a last-hour effort to reach an agreement. The operators still contend that the character of the employment makes the longer workday no hardship and that the demand is not entitled to favorable consideration. The suggestion of the Secretary of Labor follows:

"It is understood and agreed that the case of inside pumpmen and inside and outside hoisting engineers, working a twelve-hour cross shift, shall be referred to the Board of Conciliation. The Board shall work out a basis of eight-hour shifts and the rates to be paid for an eight-hour day. Pending the decision of the Board, inside pumpmen and inside and outside hoisting engineers working a twelve-hour cross shift shall continue on that basis and shall be paid the same increase as provided for day men under Clause B hereof. When the rates to be paid for an eight-hour day have been established by the Board of Conciliation, time in excess of eight hours per day shall be paid for at the rate per hour established for the eight-hour day."

We now come to the second portion of this demand, providing for time and half time for overtime and double time for Sundays and holidays. A request for punitive overtime was one of the demands submitted to the Bituminous Commission and refused in its finding.

The anthracite industry cannot operate a full 8-hour day if every employee is limited to 8 hours work in any one day. The plant must be maintained at a proper standard for satisfactory service, and repairs cannot be made while breakers and other equipment are in operation. If the maximum workday of the employee is limited to 8 hours, it must follow that the actual time of breaker operation will be less than 8 hours per day, with a resultant decrease in production and decrease in hours worked by all employees.

Mr. Kennedy makes the statement that the operators want overtime, to show a high annual earning capacity for the employees. In support of this statement he has submitted pay checks of a carpenter who worked 700 hours overtime in 31 semi-monthly pay periods. As a matter of fact, this represents, on the average, about $9\frac{3}{4}$ hours per working day for a man in an occupation that carries as much overtime as any occupation at a colliery.

Mr. Golden shows that 4467 outside laborers averaged 340 days of 8 hours. As a matter of fact this represents but 9 hours per day for full time work. He further shows that 3673 inside laborers averaged 299 days of 8 hours. Why shouldn't a man work 299 days if he has the opportunity? Mr. Golden contends that because the breakers worked 273 days, the practice of working overtime was abused by working a man 299 days. The operators fail to see the logic of such a contention.

Mr. Dempsey says that men do not want to work overtime and that extra pay is demanded as a deterrent to overtime. The operators challenge the first statement and question the accuracy of the second. Thousands of men are not in favor of the 8-hour day and are only too glad of the opportunity to work more. Whenever punitive overtime has resulted in no overtime there has been universal dissatisfaction. The real issue is more pay and not the elimination of overtime.

DEMAND NO. 6.

“(6) We demand a closed shop contract, which means full recognition of the United Mine Workers of America as a party to the Agreement.”

The operators understand from this demand that the mine workers ask for a contract embodying the principle of the “closed shop” and compulsory “check-off,” involving, as it does, enforced deductions from the worker’s wage of dues and assessments levied by the United Mine Workers of America.

The relations between employer and employee in the anthracite field have for almost twenty years been governed by the principles and practices established by the award of the Anthracite Coal Strike Commission appointed by President Roosevelt and the decisions of the Board of Conciliation created thereunder. In the successive contracts of 1906, 1909, 1912 and 1916 these principles and practices have been jointly affirmed and continued. One of the principles established by the Commission and so long satisfactorily continued has been the “open shop,” embodying full protection to employees to organize as they may desire, and to safeguard the rights of their members before the Board of Conciliation against any employer who might seek to discriminate because of membership in a labor organization. Membership in such labor organization must, however, be based upon the freedom of choice of the individual.

For almost twenty years the Board of Conciliation has successfully adjusted all differences between employer and employee, and its work has received universal respect and approval. Its organization has been taken as a model in other industries. During this same time the anthracite mine workers’ organization has been fully protected in its rights under the award of the Anthracite Coal Strike Commission. The operators have no antagonism towards the organization of the mine workers, but are unwilling to substitute, for a tried and successful institution, a plan embodying principles repugnant to the American principle of freedom of choice whether on the part of employee or employer, and involving, as it does, full compliance with whatever rules the organization may see fit to establish. The operators take the

position that the relations between employer and employee in the anthracite region should be continued on the principle of the "open shop" as set forth in the award of the Anthracite Coal Strike Commission to which the organized employees of the anthracite region have subscribed in the past, and under which their rights have been fully protected.

Furthermore, the principle of the "open shop" has received the unqualified endorsement of the courts, both state and federal. The demand for an extension of the "check off" in the bituminous field was not granted by the President's Commission and the question of its continuance where now imposed is to be investigated, by order of the Commission.

In reply to a demand of a similar nature made before the Anthracite Strike Commission in 1902 by Mr. John Mitchell, representing the anthracite mine workers, that Commission said:

"The Commission agrees that a plan, under which all questions of difference between the employer and his employees, shall first be considered in conference between the employer or his official representative and a committee, chosen by his employees from their own ranks, is most likely to produce satisfactory results and harmonious relations, and at such conference the employees should have the right to call to their assistance such representatives or agents as they may choose, and to have them recognized as such.

"In order to be entitled to such recognition, the labor organization or union must give the same recognition to the rights of the employer and of others, which it demands for itself and for its members. The worker has the right to quit or to strike in conjunction with his fellows, when by so doing he does not violate a contract made by or for him. He has neither right nor license to destroy or to damage the property of the employer; neither has he any right or license to intimidate or to use violence against the man who chooses to exercise his right to work, nor to interfere with those who do not feel that the union offers the best method for adjusting grievances.

"The union must not undertake to assume, or to interfere with, the management of the business of the employer. It should strive to make membership in it so valuable as to attract all who are eligible, but in its

efforts to build itself up, it must not lose sight of the fact that those who may think differently, have certain rights guaranteed them by our free government. However irritating it may be to see a man enjoy benefits to the securing of which he refuses to contribute, either morally, or physically, or financially, the fact that he has a right to dispose of his personal services as he chooses, can not be ignored. The non-union man assumes the whole responsibility which results from his being such, but his right and privilege of being a non-union man are sanctioned in law and morals. The rights and privileges of non-union men are as sacred to them as the rights and privileges of unionists. The contention that a majority of the employees in an industry, by voluntarily associating themselves, in a union, acquire authority over those who do not so associate themselves is untenable.

“Those who voluntarily associate themselves, believe that in their efforts to improve conditions, they are working as much in the interest of the unorganized as in their own, and out of this grows the contention that when a non-union man works during a strike, he violates the rights and privileges of those associated, in efforts to better the general condition, and in aspirations to a higher standard of living. The non-union man, who does not believe that the union can accomplish these things, insists with equal sincerity that the union destroys his efforts to secure a better standard of living, and interferes with his aspirations for improvement. The fallacy of such argument lies in the use of the analogy of State government, under which the minority acquiesces in the rule of the majority; but government is the result of organic law, within the scope of which no other government can assume authority to control the minority. In all acts of government the minority takes part, and when it is defeated the government becomes the agency of all, not simply of the majority.

“It should be remembered that the trade union is a voluntary social organization, and, like any other organization, is subordinate to the laws of the land and can not make rules or regulations in contravention thereof. Yet it at times seeks to set itself up as a separate and distinct governing agency and to control those who have refused to join its ranks and to consent to its government, and to deny to them the personal liberties which are guaranteed to every citizen by the constitution and laws of the land. The analogy, therefore, is unsound and does not apply. Abraham Lincoln said, ‘No man is good enough to govern another man without that other’s consent.’ This is as true in

trade unions as elsewhere, and not until those which fail to recognize this truth abandon their attitude toward non-union men, and follow the suggestion made above—that is, to make their work and their membership so valuable and attractive, that all who are eligible to membership will come under their rule—will they secure that firm and constant sympathy of the public which their general purposes seem to demand.”

It is quite difficult to reconcile the contentions of the mine workers for the “closed shop” and “check-off” with the views so forcibly expressed above. We are told that the “closed shop” is necessary to make every employee a party to the agreement, whereas the Commission denied the “closed shop” in no uncertain terms. In fact one of its findings was the following:

“It is adjudged and awarded: That no person shall be refused employment, or in any way discriminated against, on account of membership or nonmembership in any labor organization; and that there shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by members of such organization.”

We are told that the “check-off” is necessary to raise funds to carry out contractual relations, yet the Commission held that it was incumbent on any labor organization “to make its work and its membership so attractive that all who are eligible to membership will come under its rule”—not by force, but of their own free choice.

The mine workers submitted a brief, prepared by their attorney, purporting to show that it was possible for the operators to collect union dues without infringement of any statute. The operators have no interest in the legal phase of the situation. They are unalterably opposed to the “closed shop” and “check-off” for reasons clearly outlined. They are confident that this Commission will see fit to reaffirm the fundamental principles laid down by the Anthracite Coal Strike Commission and which have been so forcibly reiterated from time to time, in the opinions of our courts.

The operators are not opposed to the principle of “collective bargaining,” or to periodical “trade agreements,” provided such agreements are conscientiously observed by both parties subscribing thereto. However, they believe that such contracts can be successfully en-

forced only by willing cooperation of both employer and employee. The "closed shop" can not insure control of the members of a labor union against their personal desires. In any wage agreement the influence of the union in upholding the "sanctity of contract" is purely moral—not legal—and depends for its success on the voluntary cooperation of its individual membership.

DEMAND NO. 7.

"(7) We demand that all dead work shall be paid for on the consideration basis, existing at the colliery, and that where more than one miner is employed they shall receive the same rate."

This is a demand where a miner is taken from contract work to perform other work that, irrespective of whether or not the work to be done is necessary to the continuance of his contract, he shall be paid the consideration rate and not the company rate applying to the work on which he is temporarily employed.

The operators contend that this demand is unfair and without justification. Great stress is laid on the fact that the miner has a certificate of competency as a contract miner. It is difficult to see wherein this affects the situation, for he is not performing the work contemplated in his certificate. There is no reason why a contract miner, prevented from working on contract work, and asked to do repair work, should be paid any higher rate than that paid day men for doing exactly the same work. It may be that, temporarily, he will earn less per day than he would earn under his contract, but he will certainly earn more than if he went home and waited for the company men to make the necessary repairs.

DEMAND NO. 8.

"(8) We demand payment for all sheet iron, props, timber, forepolling and cribbing."

This demand as interpreted by Messrs. Dempsey and Golden, contemplates payment for certain specific items of work where the same are not now separately paid for. As interpreted by Mr. Kennedy, not only the question of payment, but the rates paid are involved. Mr. Kennedy contends that the rates are a "heritage of 1902" and were established on an unfair basis; that the

umpire, in cases before the Conciliation Board, has sustained the rates as proper rates and "the men have been denied proper compensation."

Answering Mr. Kennedy, the operators submit that the rates of 1902, following the award of the Anthracite Strike Commission, have been accepted as the base upon which all adjustments have been made since that time. In support of this contention the following is quoted from the agreement of May 20, 1912:

"(f) For the purpose of facilitating the adjustment of grievances, company officials at each mine shall meet with the grievance committee of employees and prepare a statement setting forth the rates of compensation paid for each item of work April 1st, 1902, together with the rates paid under the provisions of this agreement and certify the same to the Board of Conciliation within sixty days after the date of this agreement."

Under the circumstances and accepting the decision of the umpire, in what way have the men been denied proper compensation? If these rates are now to be subject to readjustment, what foundation is left for the establishment of a new wage scale? Mr. Kennedy's argument is entirely foreign to the purpose and intent of the demand, as expressed and as explained by Messrs. Dempsey and Golden.

The operators contend that, in demanding separate payment for each specific item of work, the mine workers ignore the fact that all work of every kind is now paid for, in one form or another. It may be true that at certain operations payment for props, sheet iron, etc., is included in the price per car, per ton, or per yard, while at other operations these items are paid for separately. However, this does not alter the fact that the work is paid for and any change in the system of payment would involve a readjustment of the entire contract scale. The real purpose and intent of this demand is to secure additional compensation for the miner, supplemental to any adjustment which the Commission might see fit to make.

DEMAND NO. 9.

"(9) We demand where miners are prevented from working on account of lack of supplies that they shall be accorded the opportunity of making a shift at some other work."

This is a demand that if contract miners are unable

to work because of lack of materials ordinarily furnished by the operator and required in the conduct of the work, they shall be temporarily given other employment. This has always been the practice within reasonable limitations. The operators can not accept the principle the mine workers seek to establish that because a man is employed as a contract miner and reports for duty, he must, necessarily, be given work. However, they are willing that he should be given preference if other work is available and therefore concurred in the following suggestion of the Secretary of Labor in reply to this demand:

“Whenever contract miners reporting for duty are shut out of work through no fault of their own, they shall be given the opportunity of working in other places, or at other work, at the rate of wages established for such other places, or such other work, if such other places or other work are available.”

DEMAND NO. 10.

“(10) We demand in the settlement of grievances that the aggrieved party shall have the right to demand settlement upon a basis of equity, and if such equity settlement is requested the conditions of 1902 shall not enter into or prejudice the case.”

This demand contemplates that the mine workers shall have the right to present to the Conciliation Board during the term of a contract, the question as to whether any rate provided in such contract is or is not “equitable,” and that in the determination of their grievance the fact that the rate in question is an agreed rate, whether based on the award of 1902 or not, shall not prejudice their case.

The proposed practice would undermine the very foundation of successful collective bargaining. The President’s Industrial Conference has well expressed the governing principles as follows:

“Essential to the success of collective bargaining is a clear realization by both sides of the obligations it imposes, and of the limitations of these obligations. The collective bargain usually relates to standards only, such as the rate of wages to be paid, the hours to constitute a day’s work, and the conditions under which this work is to be performed. There is also usually a specified time during which the agreed standards are to be maintained. The agreement imposes on the employer the

obligation to observe these standards if he provides work. It does not bind him to provide work. Similarly it imposes on employees the obligation to accept the agreed standards so long as they remain at work. It does not bind them to continue in employment."

Every agreement since 1902 has been based upon the rates and practices established by the Anthracite Coal Strike Commission. Each agreement has modified or supplemented this award either in general rates or in particular cases or practices. These agreements have been for definite terms and certainly, during such terms, the agreed rates should be the established standards which both parties are obligated to maintain, and by which the Board of Conciliation should judge and determine disputes. It may be true, as Mr. Kennedy says, that "equity is one of the cardinal principles of the American Government," but the determination of equity is in accordance with the Constitution and law of the land. Likewise, any determination in equity by the Board of Conciliation must be based on the terms and principles of the agreement to which both parties have subscribed.

It may well be asked wherein would be the benefit to be derived from a contract which, if it embodied the provisions of this demand, would become no contract at all—if, instead of a fixed wage scale, insuring peace during the life of the contract, there should be inserted a provision that would permit any rate to be attacked, at any time, by either party, on the ground of inequity. The operators contend that the effect of granting this demand would be chaos, rather than the peace that should result from an agreement in which the obligation of both parties is clearly defined.

DEMAND NO. 11

"(11) We demand that a uniform rate of \$.17 per inch be paid for all refuse in all kinds of mining up to ten feet wide, and a proportional rate be applied for all over ten feet." ..

This demand is based on the theory that the miner is asked, within certain limitations, to separate the refuse in the vein from the coal, before loading, and that he should therefore be compensated for his labor. It ignores the fact that he is now being paid for this very work—either by payment of a fixed price per yard, ac-

ricing to thickness of refuse, or by a yardage price on the rib, or by a car or ton price that includes payment for the refuse in the vein which the miner is required to handle. The bases of payment now in effect have long been established with reference to each vein and the particular condition in that vein and have been fixed to produce a fair and reasonable compensation.

It is asserted that the proposed rate of 17 cents per inch for ten feet in width is fair and reasonable. As a matter of fact this rate is fully four times what is now generally paid in chamber work for refuse in the vein, where refuse is separately paid for. This Commission could not consider any change in the basis of payment without securing, in detail, the conditions that obtain at each operation and the rates paid. The operators contend that such survey would show that the miner is now being compensated for refuse handled as previously explained and that there is no justification for this demand. The real intent is to secure additional compensation for the miner, supplemental to any other adjustment the Commission might see fit to make.

DEMAND NO. 12.

“(12) We demand that wherever miners are now paid on the car basis that hereafter they shall be paid on the legal ton basis and that dockage shall be eliminated.”

This demand as to payment by the ton, instead of the car, was presented to the Anthracite Coal Strike Commission in 1902 and has been one of the demands before every Joint Conference since that time. The following is quoted from the award of the Commission:

“Any measure of work performed, as a basis for payment, must in a certain sense be arbitrary. Payment by the car, by the ton, or by the yard, is the result of an agreement between presumably intelligent parties, and all the circumstances attending either method are matters for their consideration. If a miners' ton of 28 hundred-weight is taken as the basis of payment, the price for such ton is fixed with reference to its size. So of payment by the car or by the yard.”

* * * *

“The Commission is not now prepared to say, that the change to payment by weight, based on a 2,240 pound ton, when the price would necessarily be adjusted to the number of pounds—practically the case

now—would prove of sufficient benefit to the miners to compensate for the expense and trouble thereby imposed upon operators now paying by the car. Many of the operators, in order to accommodate themselves to the change, would have to reconstruct the breakers, or place the scales at the foot of the shaft, and, when there is more than one level in the mine, at the foot of each level.”

The same argument holds good today, except that the more extensive development of the collieries makes the problem more complex. It is difficult to see wherein the miner expects to benefit by such a change, unless it is hoped that the ton price would be fixed on a basis that would give a greater return than the present car price. If this was done the whole question of miners' wages would be thrown into confusion. The operators contend that there is no reason why a car of fixed capacity does not constitute a basis of payment just as equitable as payment by weight. The bulk of the coal mined since the inception of the industry has been paid for by the car or the yard.

Dockage is a penalty imposed for insufficient loading or excessive refuse in the mine car. The contention is made that cars have to travel long distances and that the coal is shaken down to such extent that the miner is docked for light loading. No reference is made to dockage for excessive refuse.

The fact is that, after a car has traveled a short distance, the coal reaches a permanent bed, and further settlement is not appreciable, irrespective of the length of haul. In the matter of dockage for refuse, a car of absolutely clean coal is not expected or demanded, but it is understood that there shall be no more refuse than the prescribed rules at the colliery allow, based on the conditions that obtain in the mining of the coal.

Dockage for cars improperly loaded is therefore a reasonable penalty imposed on the miner and has been in effect since the beginning of the industry. The subject was given careful consideration by the Anthracite Strike Commission, and to protect the miner against any unfair practice, the Commission made the following award:

“That whenever requested by a majority of the contract miners of any colliery, check weighmen or check docking bosses, or both, shall be employed. The

wages of said check weighmen and check docking bosses shall be fixed, collected, and paid by the miners, in such manner as the said miners shall by a majority vote elect, and when requested by a majority of said miners, the operators shall pay the wages fixed for check weighmen and check docking bosses, out of deductions made proportionately from the earnings of the said miners, on such basis as the majority of said miners shall determine."

With this protection to the miner, it is difficult to understand why a demand of this kind is made.

DEMAND NO. 13

"(13) We demand that on all reel motors one motorman and two brakemen be employed and that on all other motors and engines assistants or patchers be employed and that when motormen or engineers are repairing their motors or engines that their assistants shall be employed to help in the work."

This demand is an effort to take out of the hands of the management the authority to determine the number of men required and arbitrarily to fix the number to be employed on reel motors, irrespective of conditions or the amount of work involved in the particular location in which the men are working. It furthermore provides that assistants are to be employed on repairs, irrespective of whether they may be competent or whether their services may be actually required. The nature of the demand and its effect on efficient management requires no comment.

DEMAND NO. 14

"(14) We demand that for all tools lost through no fault of employees as a result of squeezes, water, or fire, the men to be compensated for such losses."

This is a minor demand, and at the suggestion of the Secretary of Labor, the following was accepted by the operators in answer thereto:

"Contract miners, whose tools are lost through no fault of their own as the results of squeezes, cave-ins, and similar accidents, shall be furnished with new tools by the company, corresponding to the tools lost, without expense to the miner."

DEMANDS NOS. 15 AND 16

“(15) Where contract miners are employed doing company work the company shall supply them with the necessary tools and failing to do so, shall compensate the miners by paying each miner not less than one extra hour per day for the use of such tools.”

“(16) We demand that the company shall supply to all company men the necessary tools free of charge.”

Demand No. 15 is a demand to change an established practice. It would be quite impracticable to supply tools to contract miners whenever engaged in company work; nor should extra compensation be paid for use of the miner's tools, as we will later show. Demand No. 15 should be considered in conjunction with Demand No. 16, for the two are interwoven, and any conclusion reached as to one necessarily affects the other.

Demand No. 16 provides “that the company shall supply to all company men the necessary tools free of charge.” The practice in this respect is not uniform throughout the field. With many companies the company men have always been required to furnish all tools except special tools. This was considered in establishing the rates paid and was prompted by the fact that, under the conditions of employment, it was practically impossible for the management to look after tools. It was the intent that by having the employee furnish his own tools the responsibility for loss and for proper care would attach where it rightly belongs.

Reverting to Demand No. 15, it will be seen that if the company men furnish their own tools, there is no reason why the contract miner, engaged in company work, should be furnished tools or receive extra compensation for the use of his own tools.

The purpose of this demand is further to increase wages to the extent that the miner and company men may be relieved from purchasing tools. The operators submit that if wages are found to be inadequate, the same should be adjusted in the light of established conditions and practices and that a wage increase should not be supplemented by favorable consideration of demands of this character.

DEMAND NO. 17

“(17) We demand that checkweighmen and check docking bosses be permitted to serve as members of mine committees.”

The demand that checkweighmen and check docking bosses shall be eligible to membership on mine committees is in contravention of clause (d) of the agreement of May 20, 1912, wherein it was provided that the grievance committee at each colliery should be composed of three employees. In June, 1917, the check docking boss at Pyne Colliery, filed a case before the Conciliation Board asking that the D., L. & W. R. R. Co. be compelled to recognize him as a member of the grievance committee of that colliery. This case was referred to Chas. P. Neill, umpire. The decision of the umpire sustained the position of the company and held that check docking bosses were not employees and therefore not eligible to membership on grievance committees. The demand, as here presented, is, therefore, an effort to write into a contract that which has already been a matter of adjudication and in which the mine workers lost their case.

The operators submit that a grievance committee at each colliery was made part of the 1912 agreement, only with the distinct understanding that its members were to be employees at that colliery. The check docking boss is not, in any sense, an employee of the operator. Under the circumstances, it would be a direct violation of the spirit and intent of the agreement of 1912 to admit him to membership on the colliery committee.

DEMAND NO. 18.

“(18) We demand that where contract miners encounter abnormal conditions in their working places they shall have the privilege of going on consideration work. A definition of consideration work shall be written into the agreement.”

This demand was the subject of much discussion during the negotiations, and at the suggestion of the Secretary of Labor, the following was accepted by the operators as representing a proper answer to this demand:

“Whenever deficient or abnormal conditions are encountered in a working place by contract miners, the miner or miners affected shall make such fact known to the foreman, and if the foreman and the man affected

are unable to agree, it shall be referred to the grievance committee and dealt with in the manner provided for other grievances. Work shall be continued pending the adjustment unless otherwise directed by the foreman, and whatever decision is made shall be retroactive to the date upon which the grievance was raised."

In submitting the foregoing data and argument, the operators do so with full confidence that the Commission will find, in its pages, a satisfactory basis for adjudication of the matters in dispute. Every effort has been made to outline the situation clearly, so that, in arriving at conclusions, there can be no opportunity for a misunderstanding of the points in controversy. The operators are confident the record will show that they were at all times willing and anxious to reach an amicable settlement with the miners' representatives; that the concessions offered were extremely liberal in the face of the facts; and that they could have gone no further, in justice to the miners themselves, the public, and the industry.

For the Anthracite Operators,

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